

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ALLSTAR MARKETING GROUP, LLC., :

Plaintiff, :

-v-

: 20-CV-8406 (JPC)

AFACAI, AFANG8ER, ANMT TOOL DEPOT, :  
ANYWANTED, ASDK DKAS, ASIASTORE, AZRAEL- :  
ZERO, BABALA118, BAIYANGG, BAIYUXIAFEI, :  
BEIJINGZHONGXINJIETUANGKEJIYOUXIANG :  
ONGSI, BETRUE, BRIGHT01, BRILLIANT18, :  
BTMETER TOOL DEPOT, BUILDING MATERIALS :  
OF HUI JIAMING WATERPROOF COATING, :  
BUMIN-TECHNOLOGY, BUTTERFLY FASHION, :  
CAMYERDEAT, CHANVINYC, :  
CHERRYXIONGSTORE, CINGJGRFY, DAIFAYING, :  
DDI88, DILUSSO7351, DOUBLEFIGHTER, :  
DREAMER-DAY, DUYUXUAN, EAGLEHIT, EARLY :  
MARCH LIUJIA, EASTSHORESPRING, :  
ELECTROTOPS, EOMDKQL, FAITH808, :  
FANCHAOJUN2008, FANGFANG STORE, :  
FANGSHAODO, FASHION SEXY SHOPPING, :  
FASHIONBAR9, FREDZSANWENYU, FUNYA STORE, :  
FZLOVEWH2016, GARDA-NELY, GDFH3464FS, :  
GÉNESIS, GIGIBAND, GJNGHMKHBN4564, :  
HAOKKKU, HOQIAO, HUANDUITINYI, HUNG :  
HSING CLOTHES, IMMORTALLIFE, JCY- :  
COMMODITY, JEAJUE231, JESIKAKHATUN2843885, :  
JIANGXIAO\_0, JINGWANG, JUNAI, JUNFENG2019, :  
JY FUN, KAMI\_NO\_TOU, KINKIN123, L84- :  
TIANQING, LADYPURSE, LEGENDSTORE, LESLIE :  
SHOPPING, LIUKEMINI4, LIUTENG2019, :  
LOREKNJW, LOUD, LULIQIAO, LUYA, MENTAL :  
REST, MOTHER'S LITTLE SHOP, :  
MOUNTAINSECLUDED, MUSHROOMS, NANYANG :  
NUOYA SHANGMAO, NONGKKW030, NUOYA002, :  
NUOYA3, OUTSET1, PAGEON, PANDA PARADISE :  
GONG, PENGBIQI, PQING, PREUO TELILA SDHOLD, :  
QI LI SHOP, QUALITY\_ACTIVITY, RUNRUNRUN1, :  
SARAJEICY94, SATINHISTORIANXD, SDS68DG, :  
SHENZHENSHTIKANGZHONGZHIHUKEJIYOU :  
XIANGONGSI, SHERBANG, SHUJIEFASHION, :  
SUPERMARKET STORES, TIENDAPIPI, :  
TOPSELLER\_2016, TOTEM99, TWINKLE36, :  
UK-DEBRA, UNIONSTORE, VICTECHELECTRONICS, :  
VOYAGEO, WAILULU, WANDU, WANGCAUQYAB, :  
WEN'S LITTLE STORE, WENMONS SOTRE, :

FINAL DEFAULT  
JUDGMENT AND  
PRELIMINARY  
INJUNCTION ORDER

WENQIANG, WEYADA, WODYBAO FITTING, :  
WOODENTOY, XIAOYUQI2234, XUEXIAO2019, :  
YANHUI2019, YAYUEYING, YIDAS, YONGAN, :  
YUFANG2019, YUKRANE\_WS, YULING2019, :  
ZFDGFHJVJJVJBCIY965736, ZHANGASH, ZHOU :  
MIAO TOOL DEPOT, ZHUCHUNZHU and :  
ZZRISHANG, :  
Defendants. :  
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## GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
<b>Plaintiff or Allstar</b>	Allstar Marketing Group, LLC	N/A
<b>Defendants</b>	afacai, afang8er, ANMT Tool Depot, anywanted, ASDK DKAS, asiastore, Azrael-zero, babala118, BaiiYangg, Baiyuxiafei, beijingzhongxinjiechuangkejiyouxiangongsi, betrue, Bright01, brilliant18, BTMETER Tool Depot, Building materials of Hui Jiaming waterproof coating, bumin-technology, Butterfly Fashion, camyerdeat, chanvincy, cherryxiongstore, cingjgrfy, daifaying, Ddi88, Dilusso7351, doublefighter, Dreamer-day, duyuxuan, eaglehit, Early March Liuji, Eastshorespring, electrotops, eomdkql, faith808, fanchaojun2008, fangfang store, fangshaobo, fashion sexy shopping, Fashionbar9, FredZsanwenyu, Funya Store, fzlovewh2016, Garda-nely, GDFH3464FS, Génesis, gigiband, GJNGHMKHBN4564, haoxkkku, HOQIAO, huanduitinyi, Hung Hsing clothes, immortallife, jcy-commodity, jeajue231, jesikakhatun2843885, jiangxiao_0, JINGWANG, Junai, junfeng2019, JY Fun, Kami_no_tou, kinkin123, L84-tianqing, ladypurse, legendstore, Leslie shopping, liukemini4, liuteng2019, loreknjw, Loud, LuliQiao, luya, Mental rest, Mother's little shop, mountainSecluded, Mushrooms, NanYang NuoYa ShangMao, Nongkkw030, nuoya002, nuoya3, outset1, pageOn, Panda Paradise Gong, pengbiqi, PQING, PREUO TELILA SDHOLD, Qi Li Shop, quality_activity, runrunrun1, sarajeicy94, SatinhistorianxD, sds68dg, shenzhenshikangzhongzhihuakejiyouxiangongsi, sherbang, shujiefashion, Supermarket stores, tiendapipis, Topseller_2016, totem99, twinkle36, UK-Debra, UnionStore, VictechElectronics, VoyageO, wailulu, WANDU, wangcauqyab, Wen's little store, Wenmons sotre, WENQIANG, WEYADA, Wodybao fitting, woodentoy, xiaoyuqi2234, xuexiao2019, yanhai2019, Yayueying, Yidas, yongan, yufang2019, YUKRANE_WS, yuling2019, Zfdgfhjvvjjvbciy965736, zhangash, ZHOU MIAO Tool Depot, ZHUCHUNZHU and zrzishang	N/A
<b>Defaulting Defendants</b>	afacai, afang8er, anywanted, ASDK DKAS, Azrael-zero, BaiiYangg, Baiyuxiafei, camyerdeat, cingjgrfy,	N/A

	Dilusso7351, fanchaojun2008, fangshaobo, FredZsanwenyu, fzlovewh2016, GDFH3464FS, Génésis, GJNGHMKBN4564, haoxkkku, jcy-commodity, jeajue231, jesikakhatun2843885, Kami_no_tou, L84-tianqing, Leslie shopping, liukemini4, LuliQiao, PREUO TELILA SDHOLD, runrunrun1, sarajeicy94, sds68dg, shujiefashion, tiendapipis, twinkle36, wailulu, Wangcauqyab, Wen's little store, Wodybao fitting, xiaoyuqi2234, zhangash, ZHOU MIAO Tool Depot, ZHUCHUNZHU	
<b>Wish</b>	Wish.com, a San Francisco, California-based, online marketplace and e-commerce platform owned by ContextLogic, Inc., a Delaware corporation (“ContextLogic”), that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York	N/A
<b>Sealing Order</b>	Order to Seal File entered on October 8, 2020	Dkt. 1
<b>Complaint</b>	Plaintiff's Complaint filed on October 8, 2020	Dkt. 9
<b>Application</b>	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 8, 2020	Dkts. 10, 12-13, 16
<b>De Marco Dec.</b>	Declaration of Jennifer De Marco in Support of Plaintiff's Application	Dkt. 16
<b>Yamali Dec.</b>	Declaration of Danielle S. Yamali in Support of Plaintiff's Application	Dkt. 12

<b>TRO</b>	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on October 9, 2020	Dkt. 14
<b>PI Show Cause Hearing</b>	November 16, 2020 hearing to show cause why a preliminary injunction should not issue	N/A
<b>PI Order</b>	November 18, 2020 Preliminary Injunction Order	Dkt. 41
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Socket Shelf Mark</b>	U.S. Trademark Registration No. 6,153,908 for "SOCKET SHELF" for electronic docking station and charging station for electronic devices in Class 9	N/A
<b>Socket Shelf Works</b>	U.S. Copyright Reg. Nos.: PAu 4-030-375 covering the Socket Shelf Commercial, VAu 1-365-330 covering the Socket Shelf Deluxe Packaging, VAu 1-402-004 covering the Socket Shelf Instruction Manual, VAu 1-347-375 covering the Socket Shelf Packaging, VA 2-135-992 covering the Socket Shelf Website and VAu 1-365-333 covering the Socket Shelf Packaging	N/A
<b>Socket Shelf Product</b>	A unique surge protector device that provides six (6) power outlets and adds two (2) USB charging stations and a shelf to most three-prong outlets	N/A
<b>Counterfeit Products</b>	Products bearing or used in connection with the Socket Shelf Mark and/or Socket Shelf Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Socket Shelf Mark and/or Socket Shelf Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially	N/A

	similar to the Socket Shelf Mark and/or Socket Shelf Works and/or products that are identical or confusingly or substantially similar to the Socket Shelf Product	
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by ContextLogic, such as Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
<b>Defendants' Frozen Assets</b>	Defendants' Assets from Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
<b>Wish Discovery</b>	The supplemental reports identifying Defendants' Infringing Product ID, Merchant ID, Product Lifetime Units Sold, among other things, provided by counsel for ContextLogic to Plaintiff's counsel pursuant to the expedited discovery ordered in both the TRO and PI Order	N/A
<b>Plaintiff's Motion for Default Judgment</b>	Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on January 15, 2021	TBD
<b>Scully Aff.</b>	Affidavit by Brieanne Scully in Support of Plaintiff's Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Socket Shelf Mark and Socket Shelf Works, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.<sup>1</sup>

The Court, having considered the Memorandum of Law and Affidavit of Brieanne Scully in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

### **I. Defaulting Defendants' Liability**

Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint.

### **II. Damages Awards**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded statutory damages against each of the forty-one (41) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) as follows, plus post-judgment interest ("Defaulting Defendants'"

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

Collective Damages Award”):

<b>DEFAULTING DEFENDANT</b>	<b>STATUTORY DAMAGES</b>
afacai	\$50,000.00
afang8er	\$50,000.00
anywanted	\$50,000.00
ASDK DKAS	\$50,000.00
Azrael-zero	\$50,000.00
BaiiYangg	\$100,000.00
Baiyuxiafei	\$50,000.00
camyerdeat	\$50,000.00
cingjgrfy	\$50,000.00
Dilusso7351	\$50,000.00
fanchaojun2008	\$50,000.00
fangshaobo	\$100,000.00
FredZsanwenyu	\$50,000.00
fzlovewh2016	\$100,000.00
GDFH3464FS	\$100,000.00
Génesis	\$50,000.00
GJNGHMKHBN4564	\$100,000.00

Haoxkkku	\$50,000.00
jcy-commodity	\$50,000.00
jeajue231	\$100,000.00
jesikakhatun2843885	\$100,000.00
Kami_no_tou	\$50,000.00
L84-tianqing	\$50,000.00
Leslie shopping	\$100,000.00
liukemini4	\$50,000.00
LuliQiao	\$50,000.00
PREUO TELILA SDHOLD	\$50,000.00
runrunrun1	\$50,000.00
sarajeicy94	\$100,000.00
sds68dg	\$100,000.00
Shujiefashion	\$50,000.00
Tiendapipis	\$100,000.00
twinkle36	\$50,000.00
Wailulu	\$50,000.00
Wangcauqyab	\$100,000.00
Wen's little store	\$100,000.00
Wodybao fitting	\$50,000.00

xiaoyuqi2234	\$100,000.00
Zhangash	\$50,000.00
ZHOU MIAO Tool Depot	\$50,000.00
ZHUCHUNZHU	\$50,000.00

### **III. Permanent Injunction**

A. IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

1. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Socket Shelf Mark and/or Socket Shelf Works and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the Socket Shelf Mark and/or Socket Shelf Works;
2. directly or indirectly infringing in any manner on Plaintiff's Socket Shelf Mark and/or Socket Shelf Works;
3. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Socket Shelf Mark and/or Socket Shelf Works to identify any goods or services not authorized by Plaintiff;
4. using Plaintiff's Socket Shelf Mark and/or Socket Shelf Works, or any other marks and/or artwork that are confusingly or substantially similar to the Socket Shelf Mark

and/or Socket Shelf Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

5. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents or any other records or evidence relating to:

- i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;
  - ii. Defaulting Defendants' Assets; and
  - iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
6. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

B. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe on any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Socket Shelf Mark and/or Socket Shelf Works, or bear any marks and/or artwork that are confusingly or substantially similar to the Socket Shelf Mark and/or Socket Shelf Works pursuant to 15 U.S.C.

§ 1118.

C. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:

1. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts; and
2. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(A)(1) through III(C)(1) above.

#### **IV. Miscellaneous Relief**

- A. Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- B. The Court releases the One Hundred Thousand U.S. Dollar (\$100,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42<sup>nd</sup> Street, Suite 2520, New York, NY 10165; and
- C. This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

Dated: June 22, 2021  
New York, New York

  
JOHN P. CRONAN  
United States District Judge